Exhibit H

Reversed and Remanded and Opinion filed January 13, 2015.



In The

Fourteenth Court of Appeals

NO. 14-13-00932-CV

RUBY YARBROUGH AND WILBURN E. YARBROUGH, Appellants

V.

HOUSEHOLD FINANCE CORPORATION III, Appellee

On Appeal from the County Court at Law No. 2
Galveston County, Texas
Trial Court Cause No. CV-0069412

OPINION

In an issue of first impression, we must decide whether an affirmative defense of forgery, supported by an affidavit alleging that the defendants' signatures on a deed of trust were forged, raises a genuine issue of title intertwined with the issue of possession sufficient to deprive a justice court of jurisdiction in a forcible detainer action. We hold that it does. The courts below lacked jurisdiction in this forcible detainer action because determining the right to possession necessarily required the resolution of a title dispute. We reverse the

trial court's judgment and remand with instructions to dismiss the action for lack of jurisdiction.

I. BACKGROUND

Household Finance Corporation III filed a complaint for forcible detainer and original petition in justice court to evict Ruby and Wilburn Yarbrough from their home. The justice court record contains a deed of trust purportedly signed by the Yarbroughs, as borrowers, to secure a loan from Ameriquest Mortgage Company. The deed of trust allows the trustee to foreclose on the real property that is the subject of this lawsuit, and if so, the borrowers are required to surrender possession. According to the deed of trust, "If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding."

Household Finance purchased the property at a non-judicial foreclosure sale and obtained a substitute trustee's deed conveying the property to Household Finance. Household Finance initiated this forcible detainer action to obtain possession of the property from the Yarbroughs. The justice court signed a judgment awarding possession to Household Finance, and the Yarbroughs appealed to the county court.

The Yarbroughs filed a plea to the jurisdiction and an amended plea alleging that the foreclosure sale was void because the deed of trust was forged and void. The Yarbroughs filed an affidavit from Ruby, in which she testified, "The deed of trust on which the purported foreclosure sale was based and that led to this eviction lawsuit, was not signed by my husband or me, and was a forgery." She testified further, "I understand that people associated with Ameriquest Mortgage forged signatures on many loans, and the Deed of Trust on which the foreclosure sale was based leading to this eviction would be one of them." Finally, she reiterated that

the deed of trust "was not signed by me or my husband." The Yarbroughs also filed with their amended plea a copy of their petition in a Texas district court, where the Yarbroughs alleged that the deed of trust was forged. The Yarbroughs sought damages for wrongful eviction, slander of title, and other causes of action, and they sought a judgment for title to the property.

The county court denied the pleas, and the Yarbroughs amended their answer to assert an affirmative defense of forgery. Ultimately, the county court signed a final summary judgment awarding Household Finance possession of the property. The court granted the Yarbroughs' request to set a supersedeas bond, and this appeal followed.

II. JURISDICTION

In their first issue, the Yarbroughs contend the justice and county courts lacked jurisdiction in this forcible detainer action because there was a genuine issue regarding title intertwined with the issue of possession. The title issue concerns whether a tenancy was created by the deed of trust and associated foreclosure sale when the deed of trust was allegedly void due to forgery. Household Finance contends the deed of trust creates a tenancy at sufferance, which generally supports jurisdiction in a forcible detainer action, but Household Finance does not address the merits of the Yarbroughs' forgery argument. ¹

A. Standard of Review

Whether a trial court has subject matter jurisdiction is a question of law we review de novo. *Salaymeh v. Plaza Centro*, *LLC*, 264 S.W.3d 431, 435 (Tex.

¹ Responding to the Yarbroughs' second issue concerning summary judgment, Household Finance claims that the Yarbroughs "presented no signed affidavit or documentary evidence to support [their] affirmative defense of forgery." However, Ruby's signed affidavit was filed with the amended plea to the jurisdiction.

App.—Houston [14th Dist.] 2008, no pet.) (citing *Tex. Dep't of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 226 (Tex. 2004)). The issue is fundamental and may be raised for the first time on appeal. *Id.* If a plea to the jurisdiction challenges the existence of jurisdictional facts, we consider relevant evidence submitted by the parties when necessary to resolve the jurisdictional issues raised, as the trial court is required to do. *Miranda*, 133 S.W.3d at 227. "[D]ue to the special jurisdictional limitations imposed on justice courts, a plea to the jurisdiction in an eviction case may be based on an affirmative defense raised in the defendant's pleadings that the trial court cannot resolve apart from determining title." *Gibson v. Dynegy Midstream Servs., L.P.*, 138 S.W.3d 518, 522, 524 (Tex. App.—Fort Worth 2004, no pet.) (defendant raised issue of adverse possession in defensive pleading, and thus, issue of title was so integrally linked that the justice court could not have decided possession without first deciding title).

B. Jurisdiction in Forcible Detainer Actions

An action for forcible detainer is a "summary, speedy, and inexpensive remedy for the determination of who is entitled to the possession of premises." *Scott v. Hewitt*, 90 S.W.2d 816 (Tex. 1936); *see also Marshall v. Hous. Auth. of City of San Antonio*, 198 S.W.3d 782, 787 (Tex. 2006). The only issue to be resolved in a forcible detainer action is the right to immediate possession of the property; the merits of title are not adjudicated. *Salaymeh*, 264 S.W.3d at 435. Justice courts do not have jurisdiction to determine or adjudicate title to land, and neither does a county court exercising appellate jurisdiction in a forcible detainer action. *Id.*

When there are issues concerning both title and possession, the issues may be litigated in separate proceedings in different courts with appropriate jurisdiction. *Id.* at 436. However, when a forcible detainer action presents a genuine issue of

title so intertwined with the issue of possession that a trial court would be required to determine title before awarding possession, then a justice court lacks jurisdiction to resolve the matter. *See Pinnacle Premier Props., Inc. v. Breton, No.* 14-14-00194-CV, — S.W.3d —, 2014 WL 5791549, at *3 (Tex. App.—Houston [14th Dist.] Nov. 6, 2014, no pet. h.) (op. on reh'g); *Bittinger v. Wells Fargo, N.A., No.* 14-10-00698-CV, 2011 WL 4793828, at *2 (Tex. App.—Houston [14th Dist.] Oct. 11, 2011, no pet.) (mem. op.); *see also Mitchell v. Armstrong Capital Corp.,* 911 S.W.2d 169, 171 (Tex. App.—Houston [1st Dist.] 1995, writ denied). "Accordingly, a justice court is not deprived of jurisdiction merely by the existence of a title dispute; it is deprived of jurisdiction only if resolution of a title dispute is a prerequisite to determination of the right to immediate possession." *Salaymeh*, 264 S.W.3d at 435.

C. Landlord-Tenant Relationships and Deeds of Trust

A forcible detainer action requires proof of a landlord-tenant relationship. *Haith v. Drake*, 596 S.W.2d 194, 196 (Tex. App.—Houston [1st Dist.] 1980, writ ref'd n.r.e.); *Dent v. Pines*, 394 S.W.2d 266, 268 (Tex. Civ. App.—Houston 1965, no writ). Although such a relationship is not a prerequisite to jurisdiction, *see Academy Corp. v. Sunwest N.O.P., Inc.*, 853 S.W.2d 833, 834 (Tex. App.—Houston [14th Dist.] 1993, writ denied), the lack of such a relationship indicates that the case may present a title issue. *See, e.g., Pinnacle Premier Props.*, 2014 WL 5791549, at *3 n.9.

Like the Ameriquest deed of trust here, a deed of trust may include a tenancy-at-sufferance clause that creates a landlord-tenant relationship when the property is foreclosed. *See id.* at *3–4.² Under these circumstances, a defendant's

² Household Finance agrees that it must ultimately prove in a forcible detainer action that "the deed of trust signed by [the Yarbroughs] established a landlord-tenant relationship between"

complaints about defects in the foreclosure process generally do not require a justice court to resolve a title dispute before determining the right to immediate possession, and the justice court has jurisdiction. *See, e.g., id.* at *3; *Glapion v. AH4R I TX, LLC*, No. 14-13-00705-CV, 2014 WL 2158161, at *2 (Tex. App.— Houston [14th Dist.] May 22, 2014, no pet.) (mem. op.); *Maxwell v. U.S. Bank Nat'l Ass'n*, No. 14-12-00209-CV, 2013 WL 3580621, at *2–3 (Tex. App.— Houston [14th Dist.] July 11, 2013, pet. dism'd w.o.j.) (mem. op.).

D. Forgery and the Necessity of Resolving Title

Household Finance relies on the familiar principle that a deed of trust's tenancy-at-sufferance clause allows a justice court to resolve the issue of possession independent of title issues. However, in every deed-of-trust case this court has reviewed, including those cited by Household Finance, the defendants did not challenge the validity of the original deed of trust establishing the tenancyat-sufferance relationship. The defendants challenged defects related to the foreclosure sale and conditions precedent contained within the deed of trust, but the evidence was undisputed regarding (1) the existence of a deed of trust containing a tenancy-at-sufferance clause, and (2) the occurrence of a foreclosure sale, which triggered the tenancy-at-sufferance clause. See, e.g., Pinnacle Premier *Props.*, 2014 WL 5791549, at *3 (no intertwined title issue when the defendants' title dispute was based entirely on contentions that the foreclosure sale was conducted improperly and that the lender had assigned the note to another bank); Gardocki v. Fed. Nat'l Mortg. Ass'n, No. 14-12-00921-CV, 2013 WL 6568765, at *4 (Tex. App.—Houston [14th Dist.] Dec. 12, 2013, no pet.) (mem. op.) (no

the parties. *See U.S. Bank Nat'l Ass'n v. Freeney*, 266 S.W.3d 623, 625 (Tex. App.—Dallas 2008, no pet.), *cited in Maxwell v. U.S. Bank Nat'l Ass'n*, No. 14-12-00209-CV, 2013 WL 3580621, at *2–3 (Tex. App.—Houston [14th Dist.] July 11, 2013, pet. dism'd w.o.j.) (mem. op.).

intertwined title issue when the defendant alleged that conditions precedent to the foreclosure were not satisfied, such as the plaintiff's failure to provide notice of the foreclosure and a demand to vacate, or the holder's failure to indorse an insurance check); Maxwell, 2013 WL 3580621, at *2-3 (no intertwined title issue when the defendant alleged that he was excused from paying the note because the bank had breached certain conditions of the deed of trust, and the foreclosing party was not entitled to enforce the note; "Regardless of whether the bank adhered to the deed of trust before Maxwell defaulted, it is undisputed that the bank foreclosed. Regardless of who could technically enforce Maxwell's note, it is undisputed that the bank bought the property at a foreclosure sale."); Woodfork v. Bank of Am., No. 14-12-00927-CV, 2013 WL 5637751, at *2 (Tex. App.—Houston [14th Dist.] Oct. 15, 2013, no pet.) (mem. op.) (right to possession could be adjudicated without resolving whether the underlying note was usurious or whether the lender's acceleration was proper); Trotter v. Bank of N.Y. Mellon, No. 14-12-00431-CV, 2013 WL 1928776, at *3 (Tex. App.—Houston [14th Dist.] May 9, 2013, no pet.) (mem. op.) (no intertwined title issue when the defendant alleged "invalid assignments and other improprieties" related to the foreclosure process); Bittinger, 2011 WL 4793828, at *2-3 (no intertwined title issue when the defendant alleged defects regarding the foreclosure sale such as the bank's lack of authority to foreclose).³

³ Household Finance cites the following cases in support of its jurisdictional argument, but all have distinguishing facts: *Mortg. Elec. Registration Sys., Inc. v. Knight*, No. 09-04-00452-CV, 2006 WL 510338, at *3–4 & n.4 (Tex. App.—Beaumont Mar. 2, 2006, no pet.) (mem. op.) (rendering judgment in favor of the lender because there was undisputed evidence that the defendants signed a deed of trust with a tenancy-at-sufferance clause); *Villalon v. Bank One*, 176 S.W.3d 66, 68–71 (Tex. App.—Houston [1st Dist.] 2005, pet. denied) (no intertwined title issue when the defendant alleged violations of the Fair Debt Collection Practices Act; the defendant "stipulated" that he financed the purchase of the property with a promissory note secured by a deed of trust, the bank foreclosed and purchased the property, and "the deed of trust provided that [the defendant] and all other occupants of the property became tenants in

When there is no dispute that the parties agreed to a tenancy relationship in the event of foreclosure, the tenancy relationship provides an independent basis for resolving the issue of possession. *See, e.g., Rice,* 51 S.W.3d at 712. But here, the Yarbroughs contend that Household Finance's claim of a tenancy relationship cannot be sustained on a forged deed of trust because such a deed is void ab initio, a nullity, and passes no title. *See Johnson v. Coppel,* No. 01-09-00392-CV, 2012 WL 344757, at *6–7 (Tex. App.—Houston [1st Dist.] 2012, no pet.) (mem. op.) (forged deed of trust is void and passes no title); *Commonwealth Land Title Ins. Co. v. Nelson,* 889 S.W.2d 312, 318 (Tex. App.—Houston [14th Dist.] 1994, writ denied) ("A forged deed is void *ab initio* and inoperative. . . . Thus, when a document is void or void *ab initio*, it is as if it did not exist because it has no effect from the outset."); *1st Coppell Bank v. Smith,* 742 S.W.2d 454, 457 (Tex. App.—Dallas 1987, no pet.) ("A forged deed, or deed of trust, is void, and does not pass title to land."), *overruled on other grounds by Fortune Prod. Co. v. Conoco, Inc.,* 52 S.W.3d 671, 678 (Tex. 2000).

Accordingly, the Yarbroughs argue that a forged deed of trust cannot establish a tenancy-at-sufferance relationship between the Yarbroughs and Household Finance. This case, therefore, is more akin to those in which the parties

sufferance following a foreclosure sale"); *Dormady v. Dinero Land & Cattle Co., L.C.*, 61 S.W.3d 555, 556–58 (Tex. App.—San Antonio 2001, pet. dism'd w.o.j.) (no intertwined title issue when it was undisputed the defendant executed a deed of trust with a tenancy-at-sufferance clause, and she alleged a lack of proper notice of the foreclosure and a lack of a proper opportunity to cure any default; these were mere "foreclosure irregularities"); *Rice v. Pinney*, 51 S.W.3d 705, 711–12 (Tex. App.—Dallas 2001, no pet.) (no intertwined title issue based on mere fact that the defendants brought a separate suit in district court; "[I]n this case the [defendants] agreed that a foreclosure pursuant to the deed of trust established a landlord and tenant-at-sufferance relationship between the [parties]."); *Haith v. Drake*, 596 S.W.2d 194, 196–97 (Tex. Civ. App.—Houston [1st Dist.] 1980, writ ref'd n.r.e.) (no title issue when it was undisputed that a buyer would not obtain title until payment in full of the purchase price, and the buyer had not fully performed); *see also Scott*, 90 S.W.2d at 818–19 (defendants could not challenge the validity of the foreclosure sale, but "[n]o contention is made that the vendor's lien notes are not valid and binding").

disputed the existence of a landlord-tenant relationship. Cf. Valdez v. Gonzalez Equities, Ltd., No. 04-12-00466-CV, 2013 WL 3871063, at *2–3 (Tex. App.—San Antonio July 24, 2013, no pet.) (mem. op.) (intertwined title issue when the parties agreed that they signed a contract for deed but disputed whether the defendant was a purchaser under the contract or became a tenant-at-will at some point); Hopes v. Buckey Retirement Co., No. 13-07-00058-CV, 2009 WL 866794, at *4-5 (Tex. App.—Corpus Christi Apr. 2, 2009, no pet.) (mem. op.) (intertwined title issue when the parties disputed the enforceability of a contract purportedly creating a lien and deed of trust for the defendants' property; the plaintiff foreclosed, obtained a substitute trustee's deed, and claimed a tenancy relationship, but failed to introduce the deed of trust into evidence); Gibson, 138 S.W.3d at 522-24 (intertwined title issue when the plaintiff claimed that the defendant entered her property pursuant to a written rental agreement and occupied the property as a tenant at sufferance, but the defendant asserted that it acquired title by adverse possession); see also Yarto v. Gilliland, 287 S.W.3d 83, 89 (Tex. App.—Corpus Christi 2009, no pet.) (intertwined title issue when the parties disputed whether a landlord-tenant or buyer-seller relationship existed). Similarly, in *In re Gallegos*, the Corpus Christi Court of Appeals held that there was an intertwined title issue when the defendant claimed that the transaction creating the tenancy relationship was void under the Texas Constitution. See No. 13-13-00504-CV, 2013 WL 6056666, at *5 (Tex. App.—Corpus Christi Nov. 13, 2013, orig. proceeding) (mem. op.); see also Mitchell, 911 S.W.2d at 171 (intertwined title issue when the defendant claimed the substitute trustee's deed was void and had brought suit in district court to set aside the non-judicial foreclosure sale).

Regarding forgery in particular, in Dass, Inc. v. Smith, the Dallas Court of Appeals upheld the district court's temporary injunction of a forcible detainer action because the action required the resolution of a title dispute. 206 S.W.3d 197, 201 (Tex. App.—Dallas 2006, no pet.). There was undisputed evidence that Falcon Transit had leased real property from Dass for several years, but the parties disputed the nature of the relationship thereafter. Id. at 199. The terms of the lease provided that the tenancy would continue month-to-month at the expiration of the lease, but Falcon Transit's owner claimed that he purchased the property from Dass and introduced into evidence a document purportedly signed by the parties establishing a sale of the property. Id. Dass's representative testified that he did not sign the sales agreement and that his signature was a forgery. Id. Because the parties disputed the existence of a landlord-tenant relationship and a fact finder would need to resolve whether the purported sales agreement passing title was forged, the determination of the right to immediate possession necessarily required resolution of a title dispute. See id. at 201. The justice court lacked jurisdiction. See id.

Because the Yarbroughs contend the deed of trust and resulting substitute trustee's deed are void due to forgery, they have raised a genuine issue of title so intertwined with the issue of possession as to preclude jurisdiction in the justice court. A prerequisite to determining the immediate right to possession will be resolution of the Yarbroughs' title dispute concerning forgery of the deed of trust. Accordingly, the justice and county courts lacked jurisdiction.

The Yarbroughs' first issue is sustained.

III. CONCLUSION

Having sustained the Yarbroughs' first issue, we reverse the trial court's judgment and remand with instructions to dismiss the action for lack of jurisdiction.

/s/ Sharon McCally Justice

Panel consists of Justices Boyce, Jamison, and McCally.

Exhibit I

Case 3:14-cv-03322-M-BN Document 58-2 Filed 01/23/15 Page 14 of 54 PageID 1062
MGC Mortgage, Inc. RECEIVED 2008 R
Borrower Release of Confidential Information Authorization
To: (Entity & individual who is to receive the following information) Beneficial Financa!
1225 BeLt Live Rl. # 11 Garland TX 75040
Date: 6-16-08 Loan Number: 4938326 FROM Wilship In an authorized signer on the characters of the char
an authorized signor on the above referenced
loan, hereby authorize MGC Mortgage, Inc. to release the following information (please indicate all that are
applicable): 17100424
Current Loan Balance
Loan Due Date
Origination Date
Oate Loan Paid in Full
Other (must be specific) entire Loan Package
Other (must be specific) Current Day Off
Other (must be specific)
Other (must be specific)
Other (must be specific)
This authorization will remain in effect for 30 days. I understand that I may revoke this authorization at any time before the records are disclosed, in writing, by mail, fax or e-mail. I further agree to release MGC Mortgage, Inc. from any liability for providing this specific information as indicated above.
Signature: Ja. ann Breitlan
organistic.
Printed Name: <u>TOAN BREITLING</u> (214) 805-3068
(214) 805 - 3068
972 530-2798
PLease Call Murleve at Beneficial
PLease Call Murleve at Beneficial if you have any questions, Her number
15 (972) 495-8118, MGC 0697

FACSIMILE COVER SHEET

Beneficial

1225 ERLTLINE ROAD SUITE 11

GARLAND, TEXAS 75040
To Bopeon Relation From Merley How
Fax: 972-530-2798 Phone: 972-495-8118
Total pages + cover sheet: Urgent Confidential Date: 7-3-08
Message:
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FACSIMILE COVER SHEET

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MGC Mortgage, Inc.

7195 Dallas Parkway Plano, Texas 75024 Tel 866-544-9820 Fax 469-229-8601

Fax Transmittal

To:

Merlene

Company:

Beneficial

Fax Number:

Pages:

2 (including cover page)

From:

Borrower Relations

Telephone:

866-544-9820

Date/Time:

07/03/08

RE:

Brectling

Comments:

MGC Mortgage, Inc ("MGC") has received your faxed request for information regarding the above referenced individuals. Federal law prohibits MGC from releasing information to a third party without the written consent of the borrower. The authorization form you sent is incomplete and your request letter is hard to read. Please resend.

Attached, you will find MGC's Borrower Release of Confidential Information Authorization. The borrower must complete, sign, and return the form in order for MGC to proceed with your request.

This completed form can be mailed to the address above or faxed to:

MGC Mortgage, Inc

Attn: Borrower Relations

Fax: 469-229-8601

Please be sure to include the borrower's name and loan number on all correspondence.

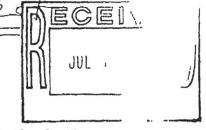
Thank you,

Borrower Relations MGC Mortgage, Inc.

This message is intended for the use of the individual or entity to whom it is addressed, and may be information that is **PRIVILEGED and CONFIDENTIAL**. Any review, retransmission, dissemination, other use of, or actions taken in reliance upon this information by persons or entities other than the intended recipient is prohibited. Please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service.



MGC Mortgage, Inc.



Borrower Release of Confidential Information Authorization To: (Entity & individual who is to receive the following information) Beneficial Finance (Muliformation) 1225 Belt Live Rd. Stell Ganlowd TR 75040 Date: 7-14-08 Loan Number: 17100424	. 10. !
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Date	•
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loan, hereby authorize MGC Mortgage, Inc. to release the following information (please indicate all that are	
applicable):	
Current Loan Balance	
Loan Due Date	
Origination Date	
Date Loan Paid in Full	ز
Other (must be specific)	
This authorization will remain in effect for 30 days. I understand that I may revoke this authorization at any time before the records are disclosed, in writing, by mail, fax or e-mail. I further agree to release MGC Mortgage, Inc. from any liability for providing this specific information as indicated above.	
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Signature: Dans Breitling (CO - borrower) SAMUEL G. Breitling	>
Signature: Dunn Breitling SAMUEL G. BREITING)
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Please Call Murlene at (972) 495-8/18 and verify what she needs. MCC 0699

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DOCUMENT TYPE CHECKLIST

Date:	
Prepared by:	Dept.
Possessing	Loan No.: 117 100404.
Check the box for the type of FILE and the DO	CUMENT TYPE
NOTE	CREDIT
Note	
Rider(s)/Addendum(s)	ARM Adjustment Notifications
(Allonge(s)	Correspondence
Note Modification(s)	Year End Statements
Assumption Agreement	Hello/Good-Bye/Special Campaign Letters
Judgment	Appraisal
Guaranty	BPO
Letter of Credit	Site X
Stock Certificates/CD	Survey
	Environmental Report
	Property Condition Report
COLLATERAL	Payment History
OOLLATERAL	Credit Report
Mortgage/Deed of Trust	Tax Returns
Assignment(s) of Mortgage/Deed of Trust	Financials
Modification(s)	Application
Assignment of Leases and Rents	Operating Statements
Assignment of Assignment of Leases & Rents	Rent Rolls
Lease(s)	Final HUD 1
Loan Agreement	Truth In Lending
Title Policy	Transmittal Summary (Form 1008)
Title Commitment	Disclosure-Other
Security Agreement	Loan Committee Profile
JUCC-3-Continuations	REO Memo/Profile
UCC-3- Assignment	Bankruptcy Plan
UCC-3 other	Default
UCC-1	Working File
Title(s) Car/Mobile Home	Premium Mortgage Insurance (PMI)
Collateral/Stock Pledge	Warranty Deed
Assignment of Life Insurance	Corporate Documents
Life Insurance Policy	
Subordination Non Disturbance Attornment Agree	T&I
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Lien/Title Searches	Ecorous Statement
Aircraft Security Agreement	Escrow Statements Property Insurance
Participation Agreement	Flood Hazard Dotania
Real Estate/Land Sale Contract	Flood Hazard Determination Flood Certificate
Settlement Agreement	Tax Certificate
Special Assessment	Property Tax - County
Mechanics Lien	Property Tax - County Property Tax - City
License/Permit	Property Tax - School MGC 0701
	Property Tax - State

02/03/2009

Exhibit J

1601 Elm Street, Suite 4100 ■ Dallas, Texas 75201 Phone 214.979.7400 ■ Fax 214.979.7402

SCOTT HAYES
DIRECT DIAL: 214-979-7430
SHAYES@VILOLAW.COM

August 2, 2011

Via Certified Mail, RRR

Patricia W. McCartney McCartney Law Firm 3006 Lost Maples Circle Forney, TX 75126

Re: Cause No. 11-07087; Samuel G. Breitling and Jo Ann Breitling v. MGC Mortgage, Inc.; In the 116th District Court of Dallas County, Texas

Dear Ms. McCartney:

I filed on July 21, 2011, MGC's Plea in Abatement relating to the lack of DTPA notice. To date, I have not received any objection to the Plea in Abatement. As such, pursuant to the Texas Business Commerce Code § 17.505(d), the case is automatically abated until sixty days after my receipt of a notice letter meeting the requirements of DTPA § 17.505(a).

If you have any questions, please let me know.

Sincerely yours,

Acout Hayes

SEH/jw

cc:

Clerk, 116th District Court George L. Allen, Sr. Courts Bldg. 600 Commerce St., Box 640 Dallas, TX 75202

000196-00044 231302



Residential Mortgages

4100 Alpha Road, Suite 112 Dallas, TX 75244

Toll Free: 800-346-8047, Ext. 312 Direct Phone: 214-550-5124

Fax: 214-442-9277

June 17, 2013

To Whom It May Concern:

I am a loan officer at TexasLending.com. I was asked by Samuel and Joann Breitling to look into the possibility of their doing a mortgage transaction.

In April of 2013, with authorization from the Breitlings, and operating as their agent, I requested the payoff to their loan from MGC Mortgage Company. I was advised by MGC Mortgage that they no longer serviced the Breitlings' loan, and had not for about two years. I was directed to Dovenmuehle Mortgage (DMI), who is a subservicing company, and given the DMI loan number of 1424085965 for their loan on the property at 1704 Cornwall Lane, Sachse, Texas 75048.

Upon contacting DMI, I was informed that they indeed were the new servicer for the Breitlings' loan, but that MGC did in fact still own the loan.

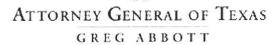
Sincerely,

Glenn Joyner

Reverse Mortgage Consultant

NMLS # 374562

EXHIBIT "A"



May 21, 2009

JoAnn Breitling 5250 Highway 78, #750-112 Sachse, TX 75048

Re: MGC Mortgage **D303615** 401

Dear JoAnn Breitling:

Thank you for your recent correspondence regarding a possible violation of consumer protection laws. Consumer complaints help us monitor trends in business practices, and assist us in determining enforcement priorities.

A Compliance Specialist in our office will review the information that you have provided and will contact you if we need additional information. Otherwise, you will not receive further communication from this office regarding your complaint. Also, this letter does not indicate that the Attorney General will take any action on your complaint.

Please be aware that the Attorney General does not represent private individuals in personal civil matters. In matters of statewide significance, or when substantive evidence is accumulated indicating that a person or business is systematically violating Texas law, the Attorney General can take action on behalf of the collective legal interests of the people of this state.

We appreciate your time and interest in preventing consumer law violations and in the affairs of Texas consumers. We rely on citizens like you to help us enforce the Deceptive Trade Practices Act and other consumer protection laws.

Consumer Protection and Public Health Division Office of the Attorney General MGC Mortgage, Inc.

May 27, 2009

7195 Dallas Parkway Plano, Texas 75024 www.mgcmortgage.com Tel 866-973-3399

Ms. JoAnn Breitling 5250 Highway 78, #750-112 Sachse, TX 75048

Re:

Loan Number 17100424

Dear Ms. Breitling:

MGC Mortgage, Inc. ("MGC") is in receipt of your most recent letter regarding the above referenced MGC loan. Thank you for your patience while we reviewed your correspondence.

Per MGC's records, Mr. Randall Leverett spoke with you on May 19, 2009, regarding the status of your loan modification request. Our records further indicate that, based on the information you provided, you did not qualify for a loan modification because your debt-to-income ratio is 31%. Should you have additional questions regarding our decision, please do not hesitate to contact Mr. Leverett directly at (469) 229-8716. Also, we have enclosed a copy of the credit report used for qualification purposes at the time of origination of this loan.

MGC trusts that the information contained in this letter satisfactorily addresses and states our position regarding your request. Should you have any questions about the information contained in this letter, please do not hesitate to contact Jairsinio Estrada at (469) 229-8562, Monday through Friday, from 8:00 a.m. to 5:00 p.m., Central Standard Time. For all other questions, please contact MGC's Customer Service Center at (866) 842-4185, Monday through Friday, from 8:30 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

Melissa Hill

VP Customer Relations

MGC Mortgage, Inc.

Enclosure

MGC Mortgage, Inc.

7195 Dallas Parkway Plano, Texas 75024 www.mgcmortgage.com Tel 866-973-3399

May 28, 2009

Ms. JoAnn Breitling 5250 Highway 78, #750-112 Sachse, TX 75048

Re: Loan Number 17100424

Dear Ms. Breitling:

MGC Mortgage, Inc. ("MGC") is in receipt of your most recent letter regarding the above referenced MGC loan. Thank you for your patience while we reviewed your correspondence.

MGC regrets that you are dissatisfied with our previous responses regarding your request for a loan modification. However, our previous letters sufficiently state our position regarding this matter. MGC feels that we have been responsive and thorough with the review of your financials, but, you do not qualify for a loan modification. Upon further review, there is nothing to add to our previous responses and our position regarding the loan modification request remains unchanged. In reference to President Obama's Homeowner Affordability and Stability Plan, this is a voluntary plan and MGC has opted not to participate in the plan at this time.

Therefore, while we empathize with your situation, there is no additional action required on MGC's part and we now consider this matter closed. Should you have any questions about the information contained in this letter, please do not hesitate to contact Jairsinio Estrada at (469) 229-8562, Monday through Friday, from 8:00 a.m. to 5:00 p.m., Central Standard Time. For all other questions, please contact MGC's Customer Service Center at (866) 842-4185, Monday through Friday, from 8:30 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

Melissa Hill

VP Customer Relations MGC Mortgage, Inc.

Exhibit K

To Whom It May Concern:

My name is Dr. Srinivas R. Panja and I began to see patient Samuel G. Breitling when they were in the Kingwood area seeking medical treatment for their son who has Down syndrome. Mr. Breitling is 69 years old and he has had Type II Diabetes for over 20 years. He is a cardiac patient has well with a history of one open heart surgery twenty years ago, five stents placed in his heart in 1997, 1998, 2006, and 2013. He currently has yet another blockage that has formed since February, 2013.

I manage Mr. Breitling's diabetic care. He brings his monitors to office visits, and on the last office visit I was extremely concerned because Mr. Breitling takes 40 units of insulin daily, 1000 mg of Metformin, and his numbers will be good for one day, and at a dangerous level the next three days. I asked what was going on in their lives.

Mrs. Breitling comes to every appointment with her husband, and she admitted that they had been under a huge amount of stress for a very long time. She stated that they were in litigation, not by their choosing, but that they were victims of mortgage fraud. I told the couple that that did explain to me why there were huge swings in Mr. Breitling's sugar levels, and why he has not been able to control his diabetes. Stress plays a huge factor in the management of diabetes.

Stress affects everyone in a different way, but the thought of losing one's home, especially someone who has been a public servant and worked in law enforcement his entire career, the thought of eviction could have a devastating effect on Mr. Breitling's health from which he may or may not recover.

Very sincerely,

Srinivas R. Panja, MD

713-936-2966

19701 Kingwood Drive Kingwood, Texas 77339



BREITLING, SAMUEL G

69 Y old Male, DOB: 06/09/1945 Account Number: 111397 2307 PLEASANT CREEK DR, KINGWOOD, TX-77345

Home: 214-674-6572 Guarantor: BREITLING, SAMUEL G

Progress Notes: MARCY L LIM, MD

Insurance: MEDICARE BTX TRAILBLAZER HLTH Payer

ID: 00097k External Visit ID: 1238370

Appointment Facility: Cardiovascular Assoc (NE)

06/26/2014

Current Medications

Taking NovoLog FlexPen 100 units/mL solution as directed
Taking Aspir 81 81 mg delayed release tablet 1 tab(s) once a day
Taking CoQ10 100 mg 1 tab qd
Taking Plavix 75 mg tablet 1 tab(s) once a day
Taking lisinopril 40 mg tablet 1 tab(s) once a day
Taking pravastatin 20 mg tablet 1 tab(s) once

a day (at bedtime) Taking carvedilol 25 mg tablet 1 tab(s) 2

Taking carvedilol 25 mg tablet 1 tab(s) 2 times a day

Taking hydrochlorothiazide 25 mg tablet 1 tab (s) once a day

Taking metformin 1000 mg tablet 1 tab(s) 2 times a day

Taking Lantus Solostar Pen 100 units/mL solution as directed daily Taking Lasix 20 mg tablet 1 tab(s) BID

Taking amlodipine 5 mg tablet 1 tab(s) once a day

Past Medical History

Hypertension Hyperlipidemia Diabetes CABG Double Bypass CAD OSA on CPAP Multiple PTCA and stents GERD and Hiatal Hernia

Allergies

Bioxin Statin: unable to tolerate high dose

Reason for Appointment

1. STRESS TEST

Assessments

1. Coronary Artery Disease - Native Vessels - 414.01 (Primary)

Procedures

Myocardial Perfusion Stress Test:

Stress Test The patient was stressed by continuous graded treadmill testing for 5:00 minutes to stage 2 of the Bruce protocol. No cardiac symptoms were reported during stress or recovery. Exercise was ended because of fatigue. The heart rate rose from 60 beats/minute at rest to a maximum of 123 beats/minute during stress, which was 81% of the predicted maximum. The heart rate response is adequate for the level of work performed. The post recovery rate was normal. The BP rose from 138/74 at rest to 156/82 during stress. This blood pressure response is normal for the level of work performed. The resting ECG showed sinus rhythm. No significant ST or T-wave changes were noted with stress. No arrhythmias were detected during stress or in the recovery period. Peak pressure-rate product was 19,188; Maximum workload attained was 7.0 MET'S. Myocardial Perfusion Imaging Gated Myocardial perfusion SPECT imaging was carried out using 11.3 mCi of Tc99m Sestamibi intravenously at rest and 32 mCi of Tc99m Sestamibi intravenously at stress. The images show a small area of mild reversible apicolateral perfusion defect.. Conclusion Normal hemodynamic exercise stress test. Normal exercise ECG stress test. Abnormal exercise Tc99m Sestamibi study showing small area of mild apicolateral ischemia. Gated perfusion images show normal left ventricular regional wall motion with an ejection fraction of 60%.

many 2.2

Patient: BREITLING, SAMUEL G DOB: 06/09/1945 Progress Note: MARCY L LIM, MD 06/26/2014

Note generated by eClinicalWorks EMR/PM Software (www.eClinicalWorks.com)

Electronically signed by MARCY LIM, MD on 07/01/2014 at 07:01 AM CDT

Sign off status: Completed

Cardiovascular Assoc (NE) 18955 Memorial N HUMBLE, TX 77338 Tel: 281-446-6656 Fax: 281-446-6657

Patient: BREITLING, SAMUEL G DOB: 06/09/1945 Progress Note: MARCY L LIM, MD 06/26/2014

Note generated by eClinicalWorks EMR/PM Software (www.eClinicalWorks.com)

Exhibit L

Texas Back Institute - Plano

6020 W Parker Rd. Ste. 200 Plano, TX 75093-8172 9726085000 Fax:

Print Date August 11, 2014 Page 1 Office Visit

Johnn S. Breiting Famale (DOB)10705/1649

07/15/2014 - Office Visit: Follow-Up

Provider: James D Cable MD

Location of Care: Texas Back Institute - Plano

History of Present Illness:

Patient here for six-month followup. She is 90 medical history. She's pretty stressed out because her daughter just had hip surgery, her husband had another heart stent placed, her son is still dealing with palpitations of achalasia. She still uses her Xanax at bedtime. It's not as helpful as it used to be. The Lexapro has been very helpful. She continues on her Norco as before.

We've been treating her for many years pursuant to her compensable injury. The effects of that injury have not ceased. She's had extensive diagnostics, and rehabilitation in the past. She has been in a medication management mode for several years now. She is not a candidate for further testing, rehabilitation, or vocational rehabilitation.

Physical Exam

Vital Signs:

Current

Prior

Height:

62 inches 150 pounds 62 inches

Weight:

150 poullai

149 pounds

BMI:

27.53

27.35

Joann S. Breitling is anxious. She is sitting comfortably. She does not have difficulty acquiring a full, upright position when getting out of the chair. She is 5ft. 2in. in height and weighs 150lbs with a overweight build. She stands erect. Her gait is balanced. Her pelvis is level with the floor.

Spurlings is positive on the right and negative on the left. Lhermitte's sign is negative

Right deltoid strength is 4. Left deltoid strength is 4. Right biceps strength is 4. Left biceps strength is 4. Right wrist strength is 4. Left wrist strength is 4. Right interosses strength is 4. Left interosses strength is 4. Upper reflexes are symmetrically present and normal. Light touch is normal.

Assessment for Today's Visit:

Cervical radicular syndrome

Plan for today's visit:

I refilled her Norco, Xanax, Lexapro as before. I'll see her back in 6 months



PATIENT NAME:

BREITLING, SAMUEL

DOB: 03/16/1983

PATIENT ID:

CVA105320

AGE/SEX: 030Y/M

STUDY DATE:

08/27/2013 01:55:42 PM

INSTITUTION: CARDIOVASCULAR ASSOCIATION

PHYSICIAN:

LUU

FINAL REPORT.

CT CHEST W

CT CHEST WITH CONTRAST

TECHNIQUES: Post contrast Axial 1.25 mm scan images from lower neck to upper abdomen performed on GE LightSpeed VCT 64 slice MDCT scanner at Cardiovascular Association facility. History: Cough, history of pneumonia.

. Comparison: None available.

FINDINGS:

The entire thoracic esophagus is moderately dilated up to the GE junction with air fluid/level.

Part of the upper thoracic esophagus is projected toward the right side of the trachea.

The entire right lung show a mixed pattern of scattered reticulonodular infiltrative type densities. The left lung is is clear.

No significant enlarged adenopathy is demonstrated.

No fluid or mucous plugging seen in the tracheobronchial tree.

No pleural or pericardial effusion is seen.

Thoracic aorta is without obvious aneurysm.

The pulmonary arteries appear normal caliber without focal filling defects.

Visualized upper abdominal structures appear unremarkable.

IMPRESSIONS:

Moderately dilated thoracic esophagus with air-fluid level, mixed density up to the GE junction concerns for achalasia, please correlate with relevant clinical history of scleroderma type connective-tissue disorder. Unilateral right lung mixed scattered reticular nodular infiltrative type changes. This pattern can be seen

Signed by: Agrawal, Girish MD Date signed: 08/27/2013 04:63 PM Board Cartified in Diagnostic Radiology

Trung N. Dao, M.D.
Thomas K. Alexander, M.D.
399 W. Campbell Rd., Ste. 212
Richardson, TX 75080
Phone: (972) 234-4994

Fax: (972) 234-4412

September 12, 2013

Re: Breitling, Samuel

DOB: 03/16/1983

To whom it may concern:

Samuel Matthew Breitiling has been under my care as of 10/12. He is a handicapped individual who was born with down syndrome.

Please contact the office for further information.

Sincerely,

Trung N. Dao, M.D.

Sex:

Male

Humble Kingwood Endoscopy Center

19502 Mckay, Suite 101 Humble, TX 77338 Tel: 281-312-6900 Fax: 281-312-3242

NURSES REPORT FOR POST PROCEDURE

30

Patient Name :

SAMUEL M BREITLING

Age:

Patient Id:

5846

Date of birth:

3/16/1983

Technician/Nurse:

Leia Engle

Attending Physician:

Ranga S. Nathan, M.D.

Referral:

Service Date:

09/05/2013

RECOVERY ROOM:

Allergies: NKDA

Time In: 11:02 AM Patient Location/Bed:

Recovery bay #12

Alarms Set Brakes On

Breath sounds normal

HOB Up Monitor On

Moves all extremities

Siderails Up Room air

MAC

Abdomen soft - Yes

All education needs met - Yes Is the patient pain free - Yes

Medication List Reviewed and copy given to Pt. - Yes

Gag reflex present - Yes Tolerating liquids - Yes Glasses returned - Yes, na

Dentures returned - No, na

Pain Level:

0/10 Action: No action Outcome: pain free

MD Time: 11:05

Family to bedside upon patient arrival

Aldred Corner DDC form

Alurete Score PRE Intra Post						
ACT	2	2	2			
CRC	2	2	2			
LOC	2	l	1			
RSP	2	2	2			
SKN	2	2	2			
Tot.Par	10	9	9			

Discharge Criteria	POST
Activity	2
Vital Signs	2
Abdomen	2
Nausea & Vomiting	2
Pain	2
Tot.Par	10

11:02 pt transported to recovery with Scott CRNA at bedside, monitors applied, Monitoring continued, pt awake. Clindamycian 600mg iv started at 11:02, 11:05 patient placed on 6L NC O2 sats 93-94%. 11:10 Dr. Nathan to bedside again to speak with family and assess patient. 11:25 Pt vomited approximately 75cc. Clindamycian completed at 11:30, temp11:47 98.8. 11:48 placed on 10l face mask. Scott CRNA to bedside to assess patient. 11:52 pt closing eyes, resting O2 90-91% on facemask. 12:00 Dr. Nathan to bedside, 12:02 Ambulance to bedside to transpot pt to Kingwood, pt continues to cough bringing up clear sputum

Discharging method:

Ambulance

Discharge Problem:

PROCEDURE COMPLICATIONS

Ambulating per preprocedure status

Discharge instruction sheet given and reviewed with patient and/or family

Patient or significant other verbalized understanding of instructions and explanations

Assessment by MD in Recovery prior to discharge

No change to medication regime, a copy of the list is returned to patient

S/P EGD

Patient discharged to responsible adult

No discharge supplies provided

Page 1 of 2

Page 36 of 54 PageID 1084 Case 3:14-cv-03322-M-BN Document 58-2 Filed 01/23/15 NURSES REPORT FOR POST PROCEDURE

Patient Name:

SAMUEL M BREITLING

Ranga S. Nathan, M.D.

Age:

Patient Id:

5846

Date of birth: Attending Physician: 3/16/1983

30 Sex: Male Technician/Nurse: Referral:

Lcia Engle

Service Date :

09/05/2013

Discharge Criteria (>=8) Mct: Yes Final Discharge Score: 10@10

Temperature: 97.7 F

VITAL SIGNS	RECORD

VITAL SIGNS RE	CORD									
<u>Time</u>	BP	<u>HR</u>	RR	Sao2	<u>EKG</u>					
9:32 AM	105/57	54	14	97						
11:02:49 AM	087/31	105	033	095%	Normal Sinus Rhythm 2	2	1	2	2	9
11:06 AM	95/60	108	33	95	Normal Sinus Rhythm 2	2	2	2	2	10
11:07:54 AM	095/60	120	037	094%	Normal Sinus Rhythm 2	2	2	2	2	10
11:12:54 AM	082/42	101	020	088%	Normal Sinus Rhythm 2	2	2	2	2	10
11:17:54 AM	109/38	086	022	092%	Normal Sinus Rhythm 2	2	2	2	2	10
11:22:54 AM	132/80	087	037	094%	Normal Sinus Rhythm 2	2	2	2	2	10
11:27:54 AM	080/35	124	039	089%	Normal Sinus Rhythm					
11:32:54 AM	094/44	092	04 l	088%	Normal Sinus Rhythm					
11:37:54 AM	060/24	091	028	090%	Normal Sinus Rhythm					
11:42:54 AM	077/34	103	023	089%	Normal Sinus Rhythm					
11:47:54 AM	058/42	088	025	093%	Normal Sinus Rhythm					
11:52:54 AM	089/50	079	041	090%	nsr					
11:57:54 AM	083/47	080	045	091%	nsr					
12:02:54 PM	069/45	118	036	092%	nsr					

Electronic Signature

Leia Engle

9/5/2013 12:03 PM

Report Sign Off Time:

9/5/2013 12:03:57 PM

Humble Kingwood Endoscopy Center

19502 Mckay, Suite 101 Humble, TX 77338 Tel: 281-312-6900 Fax: 281-312-3242

NURSES REPORT FOR INTRA PROCEDURE

Patient Name:

SAMUEL M BREITLING

Patient Id:

5846

Date of birth:

3/16/1983

Age: 30 Malc Technician / Nurse: Winter Lott

Attending Physician :

Ranga S. Nathan, M.D.

Referral:

Service Date:

09/05/2013

Allergies: NKDA

Time into procedure room: 10:10 AM Time out of Procedure room: 10:59 AM Pre procedure Time out:10:13 AM

Sex:

Room No: 1

Transportation: Stretcher

Procedure Verified by:

MD, RN, Tech, CRNA, Patient

Monitors applied:

Slept/drowsy, ECG, O2 SAT, BP Cuff, Preassesment H&P reviewed, IV in place and patent, Side Rails up,

Mouth piece placed, Alarm limits set

Patient evaluated immediately before anesthesia:

BP: 114/69 HR: 56

Heart Rhythm: Sinus Brady

Resp. rate: 14

R.A.SAO2: 99

Time: 10:13 AM

Airway is clear: Yes - Oral

Asst. by:

Jacquelyn Phillips

O2: 6L/NC Time Start; 10:13 AM

Procedure 1:

EGD Start Time: 10:17 AM End Time: 10:18 AM

Scope:

Olympus H180J - 38

Asst. by:

Jacquelyn Phillips

SPECIMEN SENT:

Lab Name: Alliance

Asst. by:

Jacquelyn Phillips

Pre Procedure DX:

Nausea with Vomiting - 787.01

Post Procedure DX:

See Physician's Report

CLINICAL GUIDELINES:

EGD

Anxiety related to environment and procedure

Knowledge deficit related to poor recall

Potential for skin damage related to improper placement/malfunction of grounding pad

Potential for loss of responsiveness

Risk for ineffective breathing pattern or impaired gas exchange related to altered level of consciousness or airway

Risk for decreased cardiac output related to drug effect on myocardium

EXPECTED:

Decreased anxiety level

Patient breathes adequately and respiratory rate is within normal limits.

Patient is informed of outcome of procedure

Patient remains coinfortable throughout procedure without compromising protective reflexes

Patient remains hemodynamically stable

NURSES NOTES:

Case 3:14-cv-03322-M-BN Document 58-2 Filed 01/23/15 Page 38 of 54 PageID 1086 NURSES REPORT FOR INTRA PROCEDURE

Patient Name:

SAMUEL M BREITLING

Patient Id :

5846

Date of birth :

3/16/1983

Age:

30

Sex:

Male

Technician / Nurse:

Winter Lott

Attending Physician:

Ranga S. Nathan, M.D.

Referral:

Service Date: 09/05/2013

The procedure was terminated per physician do to pt began to vomit shortly after the scope was inserted. Large amounts of fluid with solids noted. Head of bed was raised, The airway was suctioned, 02 sats began to drop down in the 80-90s (SEE CRNAS RECORD) pt recieved assisted respirations, airway continued to be suctioned, o2 applied via non rebreather. Multiple medications given by Scott Boss CRNA; 10:20 Decadron 12mg ivp, 10:25 Pepcid 20mg ivp, 10:31 Reglan 10 mg ivp, 10:40 Xopenex 1.25 ncb tx. Iv abtx initiated at 10:45 Rochephin 1 gram ivpb started by Wlott,m. Dr Nathan was present during the procedure/event, pt was transfered to PACU with spontaneous resperations.

VS & EKG as per anesthesia record

IV patent, no infiltration, no rednees, or swelling noted. Siderails up, fall precautions observed.

Report given to Leia Engle, RN recovery room nurse.

ALDRETE SCORES:

ACT	2
CRC	2
LOC	2
RSP	2
SKN	2
Tot.Par	10

Asst. by:

Leia Engle

Consent for procedure(s) signed and witnessed

Consent matches

History and Physical

Patient Identified (Patient states name and date of birth, info verified on ID band)

Patient' statement of correct procedure(s)/site(s)

Physician's Informed Consent/Orders

Electronic Signature

Winter Lott

9/5/2013 11:50 AM

Electronic Signature

Ranga S. Nathan, M.D.

9/5/2013 11:50 AM

Report Sign Off Time:

9/5/2013 11:50:40 AM

and the control of th

PATIENT NO: 210498386 KINGWOOD MEDICAL CENTER PAGE 1

MED REC NO: 445624 09/18/13

22999 HIGHWAY 59 NORTH

BILLING DATE

GUARANTOR NO:

PATIENT: BREITLING SAMUEL M

KINGUOOD

TX 773394412

ADMITTED 09/05/13 DISCHARGED 09/14/13

BILL TO:

BREITLING SAMUEL M 1704 CORNWALL

INPATIENT

FC=13

090713 078673 0712

SACHSE ΤX 75048

ADMIT THRU DISCHARGE CLAIM

1 METOCLOPRAMIDE 10 MG I

35.00

09/10/13 5824 13 318TA IM ICU 110 0611 1 X 2420.00 2420.00	DATE OF	ATT	SERV REV	ROOM AND CARE ROOM	NONBILL
	SERVICE	PHYS FC ROOM	AC CODE CODE DEP	T DAYS CHARGE CHARGES	CHARGES
- 92/11/13 306% 13 3101X IM IMIX 1111 11611 - 2 V - 2420 00 - 7520 00			IM ICU 110 061	1 1 X 2420.00 2420.00	.00

TOTAL ROOM AND CARE 40295.00 TOTAL NON BILLABLE ROOM AND CARE .00 TOTAL BILLED ROOM AND CARE 40295.00

					OINT BITTED	ROOM	RIAD	CARE	40295	.00		
DATE O	F BATCI	1	F		NDC/CPT-4/							
SERVIC	E REF	DEPT	ສ	PROC	HCPCS		QTY	SERVICE	DESCRI	PTION	c	HARGES
									,			
250	-PHARMAC	Y										
090513	O5\$462	0712		809870			1	METRONIA	AZOLE 50	DOMG 100	D	70.00
090513	058428	0712		812618	•			PIPERACI				363.00
090513	05B406	0712		809870			1	METRONIA	-	•		70.00
090513	05B447	0712		811657			1	PANTOPRA			_	220.00
090513	05B462	Ü712		809770	J2765		1	METOCLOR				35.00
090513	05B447	0712		814251	A4216		1			-	_	52.00
090613	06B484	0712		809870			1	METRONIA			כ	70.00
090613	068574	0712		809870			1	METRONIA			_	70.00
090613	06B526	0712		811657			1	PANTOPRA				20.00
090613	O6B483	0712		809770	J2765	-		METOCLOP		10 MG		35.00
090613	06B606	0712		809770	J2765			METOCLOP		10 MG 1	[35.00
090613	06B574	0712		809770	J2765			METOCLOF			-	35.00
090613	06 B526	0712		814251	A4216			SOD CHL				52,00
090613	06B526	0712		809770	J2765			METOCLOP			•	35.00
090713	078645	0715		812795				KCL 20ME				70.00
090713	O7B643	0712		811657				PANTOPRA				20.00
090713	078697	0712		814160			2	SODIUM A	CETATE	40 MEO/		50,00
090713	078697	0712		814220				SODIUM B				38.00
090713	078697	0712		814310				SODIUM C			•	21.00
000212	000.000	0010			***		-				-	

809770 J2765

09/19/2013 08:56 7134483915 HCA
PATIENT NO: 210498366 KINGWOOD MEDICAL CENTER BILLING DATE PAGE 2 03198 BILLING DATE PAGE 2 MED REC NO: 445624

22999 HIGHWAY 59 NORTH 09/18/13 GUARANTOR NO:

PATIENT: KINGWOOD BREITLING SAMUEL M TX 773394412 ADMITTED DISCHARGED 09/05/13 09/14/13

DATE	OF BAT	СН	F	NDC/CPT-4/		
SERVI	CE REF	DEPT	S PROC	HCPCS	OTT CERTIFOR STREET	
					QTY SERVICE DESCRIPTION	Charges
09071	3 078625	0712	809770	J2765	1 WETGOLORD INC.	
09071	3 078643	0712	814251	A4216	1 METOCLOPRAMIDE 10 MG I	35.00
09071	3 O7B643	0712	809770	J2765	1 SOD CHL 0.9% 10ML SYR	52.0 0
09071	3 07B6B6	0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I	35.00
09071	3 078697	0712	801220	J0610	1 METOCLOPRANIDE 10 MG I	35.00
09071	3 07B 6 97		808970	J3475	2 CA GLUCONATE 10 HL INJ	34.00
09081	088715	0715	812795	00.75	2 MAGNESIUM SULFATE 50%	38.00
	088789		814160		1 KCL 20MEQ/WATER 100 ML	70.00
	08B7 6 9		B14220		2 SODIUM ACETATE 40 MEQ/	50.00
	088789		814310		2 SODIUM BIPHOSPHATE 15	38,00
	088732	0712	811657		1 SODIUM CHLORIDE 120 ME	21.00
	08B714	0712	809770	J2765	1 PANTOPRAZOLE 40MG VIAL	220.00
	08B748	0712	805810	J1940	1 METOCLOPRAMIDE 10 MG I	35.00
	088763	0712	809770	J2765	1 FUROSENIDE UP TO 20 MG	19.00
	088778	0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I	35.00
	086789	0712	801220	J0610	1 METOCLOPRAMIDE 10 MG I	35.00
	00B789	0712	808970	J3475	2 CA GLUCONATE 10 ML INJ	34.00
	08B732	0712	814251	A4216	2 MAGNESIUM SULFATE 50% 1 SOD CHL 0.9% 10ML SYR	38.00
	088732	0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I	52.00
	098808	0715	812795	45105	1 KCL 20MEQ/WATER 100 ML	35.00
	098807	0715	612795		1 KCL 20MEQ/WATER 100 ML	70.00
	Q9B935	0715	415356		2 DEXTROSE 40% SOLUTION	70.00
	09B93 <i>5</i>	0712	814160		2 SODIUM ACETATE 40 MEQ/	186.00
	09B935	0712	814220		2 SODIUM BIPHOSPHATE 15	50.00
	098935	0712	814310		1 SODIUM CHLORIDE 120 ME	38.00 21.00
	098807	0715	812795		1 KCL 20MEQ/WATER 100 ML	
090913	098850	0712	811657		1 PANTOPRAZOLE 40MG VIAL	70.00 220.00
090913	098807	0712	809770	J2765	1 METOCLOPRANIDE 10 MG I	35.00
090913	09B 935	0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I	35.00
090913	098935	0712	801220	J0610	2 CA GLUCONATE 10 ML INJ	34.00
090913	098935	0712	808970	J3475	2 MAGNESIUM SULFATE 50%	38.00
090913	098850	0712	814251	A4216	1 SOD CHL 0.9% 10ML SYR	52.00
090913	098850	0712	809770	J2765	1 HETOCLOPRAMIDE 10 MG I	35,00
090913	093874	0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I	35.00
091013	108997	0715	812795	•	1 KCL 20MEQ/WATER 100 ML	70.00
091013		0712	807000		1 HYDROCORT SUCC TO 100	69.00
091013		0715	812795		1 KCL 20MEQ/WATER 100 ML	70.00
091013		0715	415356		2 DEXTROSE 40% SOLUTION	186.00
091013	108995	0712	811657		1 PANTOPRAZOLE 40MG VIAL	220.00

09/19/2013 08:56 7134483915 HCA PAGE 04
PATIENT CASE 3:14-Cy_03322-M-BN Document 58-2 Filed 01/23/15 Page 43 of 54 PageID 1091
MED REC NO: 445624 22999 HIGHEN FO NORTH MED REC NO: 445624 22999 HIGHWAY 59 NORTH 09/18/13

GUARANTOR NO:

PATIENT:

BREITLING SAMUEL M

KINGWOOD

TX 773394412

ADMITTED 09/05/13

DATE		H	F	NDC/CPT-4/		
SERVI	CE REF	DEPT	S PROC	HCPCS	QTY SERVICE DESCRIPTION C	
					ALL REMAICE DESCRIPTION C.	HARGES
	3 108 080	0712	814160		2 SODIUM ACETATE 40 MEQ/	FO 00
	3 105080	0712	814220		2 SODIUM BIPHOSPHATE 15	.50.00
	3 108080	0712	814310		1 SODIUM CHLORIDE 120 ME	38.00
	108079	0712	807000		1 HYDROCORT SUCC TO 100	21.00
091013	108957	0712	809770	J2765	1 METOCLOPRAMIDE 10 MG 1	69.00
	108065	0712	809770	J2765	1 NETOCLOPRANIDE 10 MG I	35.00
	108023	0712	809770	J2765	1 METOCLOPRANIDE 10 MG I	35.00
	10B99S	0712	814251	A4216	1 SOD CHL 0.9% 10ML SYR	35.00 52.00
	108995	0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I	35.00
091013	108080	0712	801220	J0610	2 CA GLUCONATE 10 ML INJ	34.00
091013	108080	0712	808970	J3475		38.00
091113	118141	0712	811657	,		20.00
091113	118224	0712	807000		1 HYDROCORT SUCC TO 100	69.00
	118166	0712	807000			69.00
091113	118224	0715	415356			86.00
091113	11B224	0712	814160		· · · · · · · · · · · · · · · · ·	50.00
091113	11B101	0712	807080			69.00
	11B224	0712	814220			38.00
	110224	0712	814310			21.00
091113	11B101	0712	809770	J2765		35.00
	118141	0712	814251	A4216		52.00
	11B141	0712	809770	J2765		35.00
	11B166	0712	80 9770	J2765		35.00
091113	11B224	0712	801220	J0610		34.00
	11B224	0712	808970	J3475		8.00
	11B2O8	0712	809770	J2765		95.0Q
	12B363	0712	807000			59.00
091213		0715	415356		2 DEXTROSE 40% SOLUTION 18	36.00
091213		0712	81 4 160		2 SODIUM ACETATE 40 MEQ/	0.00
091213		0712	81 4 220	•	2 SODIUM BIPHOSPHATE 15 3	8.00
091213		0712	814310		1 SODIUM CHLORIDE 120 ME 2	1.00
091213		0712	811657		1 PANTOPRAZOLE 40MG VIAL 22	0.00
091213	_	0712	807000		1 HYDROCORT SUCC TO 100	9.00
091213		0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I 3	5.00
091213		0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I 3	5.00
091213		0712	801220	J0610	2 CA GLUCONATE 10 ML INJ 3	4.00
091213		0712	808970	J3475	2 MAGNESIUM SULFATE 50% 3	8.00
091213		0712	8097 70	J2765	1 METOCLOPRAMIDE 10 MG I 3	5.00
091213	128282	0712	814251	A4216	1 SOD CHL 0.9% 10ML SYR 5	2.00

09/19/2013 08:56 7134483915 HCA PAGE 05
PATIENT NO: 210498386 KINGWOOD MEDICAL CENTER BILLING DATE PAGE 4 03198
GHARANTOR NO: 445624 22999 HIGHWAY 59 NORTH 09/18/13

GUARANTOR NO: PATIENT:

BREITLING SAMUEL M

KINGWOOD

TX 773394412

ADMITTED 09/05/13

DATE	OF BATC	Ħ	F			
SERVI			r S PROC	NDC/CPT-4/		
		DEFI	5 PROC	HCPCS	QTY SERVICE DESCRIPTION	CHARGES
	3 12B282	0712	809770	J2765	1 METOCLOPRANIDE 10 MG I	05.05
	3 138447	0712	813780	- ·	1 ROCURONIUM VIAL	35.00
	3 13B44 7	0712	813283		1 PROPOFOL 20ML SULF FRE	487.00
091313	3 13B447	0712	809990		1 MIDAZQLAM HCL/1 MG	111.00
	3 13B421	0712	811657		1 PANTOPRAZOLE 40MG VIAL	19.00
	3 13 B 421	0712	807800	•	1 HYDROGORT SUCC TO 100	220.00
	3 13B447	0712	806130		1 GLYCOPYRROLATE INJ	69.00
	3 13B447	0712	806130		1 GLYCOFYRROLATE INJ	44.11 44.11
	13B3 8 3	0712	809770	J2765	1 METOCLOPRANIDE 10 MG I	35.00
	138469	0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I	35.00
091313	139502	0712	80977 0	J2765	1 METOCLOPRANIDE 10 MG 1	35.00
091313	13B447	0712	805160	J3010	1 FENTANYL CIT 0.1 MG IN	
091313	13B447	0712	808500	J2001	1 LIDOCAINE HCL 2% 5 ML	19.00 187,00
091313	13B421	0712	814251	A4216	1 SOD CHL 0.9% 10ML SYR	52.00
	13B421	0712	809770	J2765	1 METOCLOPRANIDE 10 MG I	35.00
	14B545	0715	812795		1 KCL 20MEQ/WATER 100 ML	70.00
	14B545	0715	812795		1 KCL 20MEQ/WATER 100 ML	70.00
	14B542	0712	811657		1 PANTOPRAZOLE 40MG VIAL	220.00
	14B542	0712	814251	A4216	1 SOD CHL 0.9% 10ML SYR	52.00
	14B542	0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I	35.00
	14B556	0712	809770	J2765	1 METOCLOPRANIDE 10 MG I	35.00
091413	14B519	0712	809770	J2765	1 METOCLOPRAMIDE 10 MG I	35.00
					SUBTOTAL:	8565.22
	-IV SOLU	TIONS				
	058462	0715	415570		1 0.9% NACL 100ML ADV	148.00
	O6B483	0715	415570		1 0.9% NACL 100ML ADV	148.00
	Q6B606	0715	415625		1 0.9% NACL 250ML ADV	53.30
	063607	0715	415570		1 0.9% NACL 100ML ADV	148.00
	06B526	0715	415570		1 0.9% NACL 100ML ADV	148.00
	O6B526	0715	415625		1 O.9% NACL 250ML ADV	53.30
	078698	0715	415060		2 AMINO ACIDS 8.5% 500 M	1056.00
	078645	0715	415625		1 O.9% NACL 25DML ADV	53.30
090713		0715	415570		1 0.9% NACL 100ML ADV	148.00
090713		0715	415570		1 0.9% NACL 100ML ADV	148.00
090713		0715	415340		2 DEXTROSE 50%-WATER 0.5	360.00
090813		0715	415625		1 0.9% NACL 250ML ADV	53.30
090813		0715	415340		2 DEXTROSE 50%-WATER 0.5	360.00
090813		0715	415060		2 AMINO ACIDS 8.5% 500 M	1056.00
090913	098935	0715	415050		2 AMINO ACIDS 10% 0.1 G/	1114.00

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Case 3:14-cv-03322-M-BN Document 58-2 Filed 01/23/15 Page 45 of 54 PageID 1093
PATIENT NO: 210498386 KINGWOOD MEDICAL CENTER BILLING DATE PAGE 5 03196 MED REC NO: 445624

22999 HIGHWAY 59 NORTH

GUARANTOR NO:

PATIENT: BREITLING SAMUEL M

KINGWOOD

TX 773394412

09/18/13

09/05/13

ADMITTED DISCHARGED 09/14/13

DATE OF BATO	н ғ		NDC/CPT~4/		
SERVICE REF	DEPT S		HCPCS	OTV CERTIFICE RESOLUTION	
- · - ·		11,00	HCFCS	QTY SERVICE DESCRIPTION	CHARGES
090913 098807	0715	415570		1 O.9% NACL 100ML ADV	148.00
090913 098651	0715	415580		1 SODIUM CHLORIDE 0.9% 1	123.00
091013 108995		415580		1 SODIUM CHLORIDE 0.9% 1	123.00
091013 100080	0715	415050		2 AMINO ACIDS 10% 0.1 G/	1114.00
091013 10B023		415570		1 0.9% NACL 100ML ADV	148.00
091013 108079	0715	415570		1 0.9% NACL 100ML ADV	148.00
091113 11B143	0715	415580		1 SODIUM CHLORIDE 0.9% 1	123.00
091113 11B224		415570	•	1 0.9% NACL 100ML ADV	148.00
091113 11B166		415570		1 0.9% NACL 100ML ADV	148.00
091113 118224	0715	415050		2 AMINO ACIDS 10% 0.1 G/	
091213 128240	0715	415420		1 FAT EMULSIONS 20% 250	488.00
091213 121363	0715	415570		1 0.9% NACL 100ML ADV	148.00
091213 12B305	0715	415570		1 0.9% NACL 100ML ADV	
091213 12B362	0715	415050		2 AMINO ACIDS 10% 0.1 G/	
091213 12B282	0715	415580		1 SODIUM CHLORIDE 0.9% 1	123,00
091213 12B245	0715 4	415570		1 0.9% NACL 100ML ADV	148.00
091313 13 B 383	0715	415570		1 0.9% NACL 100ML ADV	148.00
091313 13B422	0715 4	415580		1 SODIUM CHLORIDE 0.9% 1	123.00
091413 14B544	0715 4	415580		1 SODIUM CHLORIDE 0.9% 1	123.00
091413 14B556	0715 4	4155 7 0		1 0.9% NACL 100ML ADV	148.00
		•	•	SUBTOTAL:	11095.20
259-DRGS/01					
090613 06B574	0712 4	12322	,	1 ALBUTEROL 2.5MG/0.5ML	12.00
090613 06B484	0712 4	12322		1 ALBUTEROL 2.5MG/0.5ML	12.00
090613 06B484		12190		1 ACETYLCYSTEINE 20% 3	89.88
090613 068483		12322		1 ALBUTEROL 2.5MG/0.5ML	12.00
090713 07B687		12322		1 ALBUTEROL 2.5MG/0.5ML	12.00
090713 07B687		12190		1 ACETYLCYSTEINE 20% 3	89.00
090713 07B643		12080		1 ACETAMINOPHEN 650 MG S	2.00
090713 078644		12322		1 ALBUTEROL 2.5MG/0.5ML	12.00
090713 078644		12190		1 ACETYLCYSTEINE 20% 3	89.00
090713 078697		12790		1 POTASSIUM CHLORIDE 4	19.00
090813 08B715		12080		1 ACETAMINOPHEN 650 MG S	2.00
090813 088763		12322		1 ALBUTEROL 2.5MG/0.5ML	12.00
090813 08B777		12322		1 ALBUTEROL 2.5MG/O.5ML	12.00
090813 08B789		12790		1 POTASSIUM CHLORIDE 4	19.00
390913 09B849		12322		1 ALBUTEROL 2.5MG/0.5ML	12.00
J90913 09B849		12 190		1 ACETYLCYSTEINE 20% 3	89.00
3 90913 0989 35	0712 8	12790		2 POTASSIUM CHLORIDE 4	38.00

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PATIENT NO: 210496366 KINGWOOD MEDICAL CENTER BILLING DATE PAGE 109/47

MED REC NO: 445624

KINGWOOD MEDICAL CENTER 22999 HIGHWAY 59 NORTH

BILLING DATE 09/18/13

PAGE

6

GUARANTOR NO:

BREITLING SAMUEL M

PATIENT:

KINGWOOD

TX 773394412

ADKITTED 09/05/13

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DATE OF BATC		F	NDC/CPT-4/	•	
SERVICE REF	DEPT	s proc	HCPCS	QTY SERVICE DESCRIPTION	CHARGES
090913 098919	0 0 7 4 4	4	•		
090913 098919		412322		1 ALBUTEROL 2.5MG/O.5ML	12.00
090913 098899	0714	412190		1 ACETYLCYSTEINE 20% 3	89.00
090913 098802		412322		1 ALBUTEROL 2.5MG/0.5ML	12.00
091013 10B079		412322		1 ALBUTEROL 2:5MG/0.5ML	12.00
091013 108958		412322		1 ALBUTEROL 2.5MG/0.5ML	12.00
091013 108956		412322		1 ALBUTEROL 2.5MG/0.5ML	12.00
091013 108046		412190		1 ACETYLCYSTEINE 20% 3	89.00
091013 108080		412322		1 ALBUTEROL 2.5NG/0.5ML	12.00
091013 10B952		812790		2 POTASSIUM CHLORIDE 4	38.00
091013 108932		412322		1 ALBUTEROL 2.5MG/O.5ML	12.00
091113 11B188		412322		1 ALBUTEROL 2.5MG/0.5ML	12.00
091113 118208		412322		1 ALBUTEROL 2.5NG/0.5ML	12.00
091113 118288		412190		1 ACETYLCYSTEINE 20% 3	89.00
091113 11B098		412322		1 ALBUTEROL 2.5MG/0.5ML	12.00
		812790		2 POTASSIUM CHLORIDE 4	38.00
091213 128283	0712	412322		1 ALBUTEROL 2.5MG/O.5ML	12.00
091213 128362	0712	812790		2 POTASSIUN CHLORIDE 4	38.00
091213 12B240	0712	412322	•	1 ALBUTEROL 2.5MG/0.5ML	12.00
091213 128348	0712	412322		1 ALBUTEROL 2.5MG/0.5ML	12.00
091213 128348	0712	412190		1 ACETYLCYSTEINE 20% 3	89.00
091213 12B305	0712	412322		1 ALBUTEROL 2.5MG/0.5ML	12.00
091313 13B421	0712	412322		1 ALBUTEROL 2.5MG/0.5ML	12,00
091313 13B421	0712	412190		1 ACETYLCYSTEINE 20% 3	89.00
091313 138490	0712	412322		1 ALBUTEROL 2.5MG/0.5ML	12.00
091313 13B378	0712	412322		1 ALBUTEROL 2.5MG/0.5ML	12.00
091313 138469	0712	803730		1 DICYCLOMINE HCL 5 ML B	8.00
091413 148544	0712	803730		1 DICYCLOMINE HCL 5 ML B	8.00
091413 14B542	0712	412322		1 ALBUTEROL 2.5MG/0.5ML	12.00
091413 148545	0712	803730		1 DICYCLOMINE HCL 5 ML B	8.00
091413 14B556	0712	412322		1 ALBUTEROL 2.5MG/O.5ML	12.00
091413 14B519	0712	412322		1 ALBUTEROL 2.5MG/0.5ML	12,00
				SUBTOTAL:	1355.00
260-IV THER					
091413 178848	0780	481765	96365	1 IV INITIAL UP TO 1 HOU	334.00
A				SUBTOTAL:	334.00
270-MED-SUR					
090613 06B523		454220		12 OXYGEN PER HOUR	696.00
390613 068605		454220		12 OXYGEN PER HOUR	696.00
090713 078696	0754	454220		12 OXYGEN PER HOUR	696.00

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Case 3:14-cv-03322-M-BN Document 58-2 Filed 01/23/15 Page 47 of 54 PageID 1095
PATIENT NO: 210496386 KINGWOOD MEDICAL CENTER BILLING DATE PAGE 7 03196 BILLING DATE PAGE 7 03198

MED REC NO: 445624 22999 HIGHUAY 59 NORTH 09/18/13

GUARANTOR NO:

PATIENT:

BREITLING SAMUEL M

J91013 10B954 0736

104240

36415

1 VENIPUNCTURE

KINGWOOD

TX 773394412

ADMITTED 09/05/13

30.00

DATE			F	NDC/CPT-4/		
SERVI	CE REF	DEPT	S PROC	HCPCS	QTY SERVICE DESCRIPTION	Charges
09071	3 O7B64	2 0754	454220		12 OXYGEN PER HOUR	606.00
09081	3 08B78	8 0754	454220		12 OXYGEN PER HOUR	696.00
09081	3 08878	8 0754	454220		12 OXYGEN PER HOUR	696.00
090913	3 09 B 84	8 0754	454220		12 OXYGEN PER HOUR	696.00 696.00
090913	09891	8 0754	454220		12 OXYGEN PER HOUR	696.00
	3 10B95		454220		12 OXYGEN PER HOUR	696.00
	3 11B2O		454220		12 OXYGEN PER HOUR	696.00
091313	16881	4 0718	006304		1 BITE BLOCK ASSEMBLY	
091313	16B81	4 0718	070325		1 SENSOR PULSE OX ADULT	
					SUBTOTAL:	7123 00
		LE SUPPL	IES		SUBTOTAL: 1 IV SET PUMP 117" 60DRP 1 IV SET PUMP 117" 60DRP 1 BUTTERFLY 23GX3/4 12"	7123.00
	068573		073406		1 IV SET PUMP 117" 60DRP	95.00
	068573		073406		1 IV SET PUMP 117" 60DRP	95.00
	O6B573		070520		1 BUTTERFLY 23GX3/4 12"	24.00
	098854		072480	C1751	1 PICC POWER DUAL LUMEN	1489.00
	08 B762		073416		1 SET EXT .2 MICRON	47.00
	088762		073404		1 SET PRIMARY 3 PORT	104.00
		0718	073416		1 SET EXT .2 MICRON	
	098897		073404	•	1 SET PRIMARY 3 PORT	
	098897		073411		1 IV SET SECONDARY 30" L	
	098897				1 SET PRIMARY 3 PORT	104.00
	098897		073404		1 SET PRIMARY 3 PORT	104.00
	12B32S		073416		1 SET EXT .2 MICRON	47.00
091213			070520		1 BUTTERFLY 23GX3/4 12"	24.00
	13B468		073416		1 SET EXT .2 MICRON	47.00
	138468		070520		1 BUTTERFLY 23GX3/4 12"	24.00
091313			008654		1 IV SET EXT 6" INJECTIO	42.00
091313			008966		1 SET IV PRIMARY PIGGYBA	46.00
091313			070004		1 SUCTION LINER 1500CC	20.00
091313			071507	C1726	1 CATH BALLOON DIL CRE 1	1858.00
J91413	148567	0718	070520		1 BUTTERFLY 23GX3/4 12"	24.00
300-	-LABORA	TORV			SUBTOTAL:	4364.00
D90513			104240	3 6415	1 VENIPUNCTURE	20.00
J90613			104240	36415	1 VENIPONCTURE	30.00
390713		0736	104240	36415	1 VENIPONCIBRE 1 VENIPUNCTURE	30.00
390813		0736	104240	36415	1 VENIPUNCTURE	30.00 30.00
190913		0736	104240	36415		
	02200 <u>1</u>	3100	エロゴをユヴ	A ウズエコ	1 VENIPUNCTURE	30.00

09/19/2013 08:55 7134483915 Document 58-2 Filed 01/23/15 Page 48 of 54 PageID 1096 PATIENT NO: 210498386 KINGWOOD MEDICAL CENTER BILLING DATE DAGE 09 PAGE 8 03196

MED REC NO:

BREITLING SAMUEL M

445624

KINGWOOD MEDICAL CENTER 22999 HIGHWAY 59 NORTH

BILLING DATE 09/18/13

GUARANTOR NO:

PATIENT:

KINGUOOD

TX 773394412

ADMITTED 09/05/13

DATE OF BA	TCH j	F	NDC/CPT-4/		
SERVICE RE	F DEPT S	5 PROC	HCPCS	QTY SERVICE DESCRIPTION	CHARGES
			•		011211020
091313 13B3		104240	36415	1 VENIPUNCTURE	30.00
091413 14B5	21 0736	104240	36415	1 VENIPUNCTURE	30.00
				SUBTOTAL:	240.00
	CHEMISTRY			•	
090513 05B4		000573	80053	1 COMP METABOLIC PANEL	991.00
090513 0584		000587	82553	1 CK MB	330.00
090513 05B4		104065	84484	1 TROPONIN QUANT	434.00
090513 05B4		100480	82550	1 CREAT KINASE (CK) TOTA	330.00
090513 05B4		000587	82553	1 CK MB	330,00
090513 05B4		104065	64484	1 TROPONIN QUANT	434.00
090513 05B4;		100480	82550	1 CREAT KINASE (CK) TOTA	330.00
090513 0584;		000587	82553	1 CK MB	330.00
090513 05B42 090613 06B48		104065	84484	1 TROPONIN QUANT	434.00
090613 06B48		100005	80048	1 BMP TOTAL CALCIUM	704.00-
090613 06B46		100489	82565	1 CREATININE BLD	198.00-
090613 06B46		100005	80048	1 BMP TOTAL CALCIUM	704.00
090613 06848		102630	83735	1 MAGNESIUM BLD	303.00
090613 06B46	_	000573	80053	1 COMP METABOLIC PANEL	991.00
090613 06848		100489	62565	1 CREATININE BLD	198.00
090713 07868		104200 103200	80202	1 VANCOMYCIN QUANT	164.00
090713 07B68		102630	84132 83735	1 POTASSIUM BLD	188.00
090713 07864	-	102630	83735	1 MAGNESIUM BLD	303.00
090713 07B62		100005	80048	1 MAGNESIUM BLD 1 BMP TOTAL CALCIUM	303.00
090713 07B62		104200	60202	1 VANCONYCIN QUANT	704.00
090713 07B62		454015	82805	1 BG WITH MEAS OZ SAT	164.00
090813 08874		103200	84132	1 POTASSIUM BLD	376.00 188.00
090813 08B74		102630	83735	1 MAGNESIUM BLD	303.00
090813 08B77		104200	80202	1 VANCOMYCIN QUANT	164.00
090813 08871		100005	80048	1 BMP TOTAL CALCIUM	704.00
090813 08B71		100015	80076	1 HEPATIC FUNCTION PANEL	704.00
090813 08871		102630	83735	1 MAGNESIUM BLD	303.00
090913 09880		436019	83519	1 NEUROPEPTIDE Y QN RIA	502.00
090913 09880		100005	80048	1 BMP TOTAL CALCIUM	704.00
090913 09880		100015	80076	1 HEPATIC FUNCTION PANEL	719.00
090913 09880		102630	83735	1 MAGNESIUM BLD	303.00
090913 09880		454015	82805	1 BG WITH MEAS O2 SAT	376.00
090913 09884		103200	84132	1 POTASSIUM BLD	188.00
090913 09884		102630	83735	1 MAGNESIUM BLD	303.00
	,00		55.55	T WESTATISTICAL DIST	300.00

PATIENT NO: 210498386 KINGWOOD MEDICAL CENTER BILLING DATE PAGE 9 03198 BILLING DATE PAGE 9 03198 MED REC NO:

22999 HIGHWAY 59 NORTH

GUARANTOR NO:

090613 06B576 0728

428090

71010

1 XR CHEST 1 V

PATIENT: BREITLING SAMUEL M KINGWOOD

445624

TX 773394412

09/18/13

ADMITTED 09/05/13

688.00

DATE OF	BATCH	F	NDC/CDT 4/		
SERVICE	·	S PROC	NDC/CPT-4/		
	Mar DEFT	5 PROC	HCPCS	QTY SERVICE DESCRIPTION	CHARGES
091013 10	B019 0736	100450	82533	1 CORTISOL TOTAL	F14 00
091013 10	B954 0736	100005	80048	1 BMP TOTAL CALCIUM	\$11.00
091013 10		102630	83735	1 MAGNESIUM BLD	704.00
091113 11	B137 0736	104200	80202	1 VANCOMYCIN QUANT	303.00
091113 11	B098 0736	100005	80048	1 BMP TOTAL CALCIUM	164.00 704.00
091113 11	B098 0736	102630	63735	1 MAGNESIUM BLD	303.00
091213 123	B242 0736	100489	82565	1 CREATININE BLD	198.00
091313 13	B380 0736	436019	83519	1 NEUROPEPTIDE Y ON RIA	502.00
091313 131	B380 073 <i>6</i>	100005	80048	1 BMP TOTAL CALCIUM	704.00
091313 131		102630	83735	1 MAGNESIUM BLD	303.00
091413 141		436019	83519	1 NEUROPEPTIDE Y QN RIA	502.00
091413 141		100005	80048	1 BMP TOTAL CALCIUM	704.00
091413 141	B521 0736	102 63 0	83735	1 MAGNESIUM BLD	303.00
				SUBTOTAL:	18820.00
	B/HEMATOLOG	Y			
090513 051		100054	85027	1 CBC	409.00
090613 061		100054	85027	1 CBC	409.00
090613 O6E		103400	85610	1 PROTINE	260.00
090613 O6E		102990	85730	1 PTT	302,00
090713 O7E		100054	85027	1 CBC	409.00
090813 088		100054	85027	1 CBC	409.00
090913 098		100054	65027	1 CBC	409.00
091013 108		100054	85027	1 CBC	409.00
091113 118		100054	85027	1 CBC	409.00
091313 13B		100054	85027	1 CBC	409.00
091413 148	521 0736	100054	85027	1 CBC	409.00
202 110	/510E			SUBTOTAL:	4243.00
	/BACT-MICRO			•	
090513 05B		100640	87040	1 CULTURE BLOOD	488.00
090513 05B	403 0736	100640	67040	1 CULTURE BLOOD	488,00
320-DX	VD AV			SUBTOTAL:	976.00
090613 09B		428998	77001	4 EL HADA GITTA GARA 1 4 G A	
03 0 013 0 3 <i>D</i> .	031 0121	740990	77001	1 FLUORO GUID CTRL ACC D	2281.00
324-DX	X-RAY/CHEST	•		SUBTOTAL:	2281.00
090513 05B		428090	71010	1 XR CHEST 1 V	688.00
090613 06B		428090	71010	1 XR CHEST 1 V	688.00
090613 06B		428090	71010	1 XR CHEST 1 V	688.00
090613 06B		428090	71010	1 YD CHFGT 1 W	600.00

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PATIENT NO: 210498386 KINGWOOD MEDICAL CENTER BILLING DATE PAGE 10 03198
MED REC NO: 445624 22999 HIGHWAY 59 NORTH 09/18/13

GUARANTOR NO:

PATIENT: KINGWOOD TX 773394412 ADMITTED DISCHARGED 09/05/13 09/14/13

DATE (F S PROC	NDC/CPT-4/		
D21(*1	OR KER	PAP I	a PROC	HCPCS	QTY SERVICE DESCRIPTION	CHARGES
090713	078621	0728	428090	71010	1 XR CHEST 1 V	686.00
090813	08B716	0728	428090	71010	1 XR CHEST 1 V	688.00
090913	09B809	0728	428090	71010	1 XR CHEST 1 V	686.00
	118145	0728	428090	71010	1 XR CHEST 1 V	688.00
091313	13B426	0728	428095	71020	1 XR CHEST 2 V	775.00
					SUBTOTAL:	6279.00
	-CT SCAN	N/BODY				
	O5B464	0726	426045	71250	1 CT CHEST W/O CONTRAST	4643.00
	068491	0726	426045	71250	1 CT CHEST U/O CONTRAST	4643.00-
	06B485	0726	426045	71250	1 CT CHEST W/O CONTRAST	4643.00
090613	06 B4 85	0726	42 6045	71250	1 CT CHEST W/O CONTRAST	4643.00
090613	06B491	0726	426045	71250	1 CT CHEST W/O CONTRAST	4643.00-
					SUBTOTAL:	4643.00
	-or serv					
090613	098654	0727	427569	36569	1 FERI INSRT CTRL CATH>5	1243.00
					SUBTOTAL:	1243.00
	-anesthe					
	168814	0722	422105		1 ANES 30-MIN INITIAL	1054.00
091313	16B814	0722	422110		1 ANES EACH ADD 30	702.00
		<u></u>	_		SUBTOTAL:	1756.00
	-RESPIRA		-			
	06B523	0754	454192	94640	1 INH TX AC AWY OBST	75.00
	06B482	0754	454192	94640	1 INH TX AC AUY OBST	75.00
	078696	0754	454192	946 4 0	1 INH TX AC AUY OBST	75.00
	07B642	0754	454192	94640	1 INH TX AC AWY OBST	75.00
	063788	0754	454192	94640	1 INH TX AC AUY OBST	75.00
	08 B786	0754	454192	94640	1 INH TX AC AUY OBST	75.00
	098848	0754	454192	94640	1 INH TX AC AUY OBST	75.00
	098918	0754	454192	94640	1 INH TX AC AUY OBST	75.00
	09B801	0754	454192	94640	1 INH TX AC AWY OBST	75.00
090913		0754	454192	94640	1 INH TX AC AWY OBST	75.00
091013		0754	454192	94640	1 INH TX AC AWY OBST	75.00
091013		0754	454192	94640	1 INH TX AC AUY OBST	75.00
091013 091013		0754	454192	94640	1 INH TX AC AWY OBST	75.00
		0754	454192	94640	1 INH TX AC AWY OBST	75.00
091113	. —	0754	454192	94640	1 INH TX AC AWY OBST	75.00
091113		0754	454192	94640	1 INH TX AC AWY OBST	75.00
391113		0754	454192	94640	1 INH TX AC AWY OBST	75.00
091213	178378	0754	454192	94640	1 INH TX AC AWY OBST	75.00

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PATIENT NO: 210498386 KINGWOOD MEDICAL CENTER BILLING DATE PAGE 11 03198

MED REC NO: 445624 22999 HIGHWAY 59 NORTH 09/18/13

GUARANTOR NO: PATIENT:

BREITLING SAMUEL M

KINGWOOD

TX 773394412

ADMITTED 09/05/13

DATE			F	NDC/CPT-4/		
SERVI	CE REF	DEPT	S PROC	HCPCS	QTY SERVICE DESCRIPTION	CHARGES
					The Table Property of the Control of	CHARGES
	3 12B361		454192	94640	1 INH TX AC AWY OBST	75.00
	128239		454192	94640	1 INH TX AC AWY OBST	75.00
	128279		454192	94640	1 INH TX AC AUY OBST	75.00
	138501		454192	94640	1 INH TX AC AWY OBST	75.00
	138419		454192	94640	1 INH TX AC AWY OBST	75.00
	148541	0754	454192	94640	1 INH TX AC AUY OBST	75.00
	14B555	0754	454192	94640	1 INH TX AC AUY OBST	75.00
091413	14B518	0754	454192	94640	1 INH TX AC AUY OBST	75.00
					SUBTOTAL:	1950.00
	-SPEECH		VAL		 ·	
091213	128279	0759	459000	92610GN	1 EVAL ORAL/PHARYNG SUL	262.00
					SUBTOTAL:	262,00
	-EMERG I	_				
091413	178848	0780	481020	99285	1 EMER DEPT LEVEL 5	1873.00
					SUBTOTAL:	1873.00
	-PULMONA		3	,		
	07B622		454402	36600	1 ARTERIAL PUNCTURE	61.00
090913	098804	0754	454402	36600	1 ARTERIAL PUNCTURE	61,00
					SUBTOTAL:	122.00
	-ECHOCAR		?			
091013	108044	0743	443055	93306	1 ECHOZD COMP W CF DOP	6890.00
					SUBTOTAL:	6890.00
			IG DET CO	DE		
	058462	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	05B406		415665	J7030	1 NS 1000 ML	144.00
	058406		415667	J1265	1 DOPANINE 400 MG BAG	240.00
	05B447		815927	J3370	1 VANCOMYCIN 1 G VL	78.12
	05B447		804413	J1650	1 ENOXAPARIN 40 MG INJ	455.00
		0715	415665	J7030	1 NS 1000 ML	144.00
	05B462	0715	415665	J7030	1 NS 1000 ML	144.00
	06 B4 84	0715	415665	J7030	1 NS 1000 ML	144.00
	O6B483	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
		0712	815927	J3370	1 VANCOMYCIN 1 G VL	78.12
	068606	0715	415665	J7030	1 NS 1000 ML	144.00
	06B574	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	06B607	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	06B574	0715	415667	J1265	1 DOPAMINE 400 MG BAG	240.00
	06B526	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
090613	06B52 <i>6</i>	0712	815927	J3370	1 VANCONYCIN 1 G VL	78.12

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PATIENT NO: 210498386 KINGWOOD MEDICAL CENTER BILLING DATE PAGE 12 03198 PAGE 12 MED REC NO: 445624 22999 HIGHWAY 59 NORTH

GUARANTOR NO:

PATIENT: BREITLING SAMUEL M

KINGWOOD

TX 773394412

09/18/13

ADMITTED DISCHARGED

09/05/13 09/14/13

DATE	OF BATC	:н	F	NDC/CPT-4/		
SERVI	CE REF	DEPT	S PROC	HCPCS	QTY SERVICE DESCRIPTION	2771 D 2770
					ALL SERVICE DESCRIPTION	CHARGES
	3 06B52 <i>6</i>		804413	J1650	1 ENOXAPARIN 40 MG INJ	455 OO
	078645		815927	J3370	1 VANCOMYCIN 1 G VL	455.00 78.12
	3 078673		812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	078645		415665	J7030	1 NS 1000 ML ·	144.00
	078673		611402	J2405	1 ONDANSETRON AMG VSYR I	23.00
	078697	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126,44
	078686	0712	815927	J3370	1 VANCOMYCIN 1 G VL	78,12
	079686	0712	804413	J1650	1 ENOXAPARIN 40 MG INJ	455.00
	078686	0712	811402	J2405	1 ONDANSETRON 4MG VSYR I	23.00
	07B625	0712	B12623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	088781	0712	807461	35550	1 INSULIN RAPID ONSET 5	15.00-
	088748	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	08B764	0712	807461	\$55 50	1 INSULIN RAPID ONSET 5	15.00
	0 8B70 9	0712	807461	\$5550	1 INSULIN RAPID ONSET 5	15.00
	083778	0712	815927	J3370	1 VANCOMYCIN 1 G VL	78.12
	08B778	0712	804413	J1650	1 ENOXAPARIN 40 MG INJ	455.00
	08B714	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	068733	0715	415667	J1265	1 DOPAMINE 400 MG BAG	240.00
	088789	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	08B714	0712	80896 4	J3490	1 CMPD MAG SULFATE 1G BA	53.30
	088732	0712	815927	J3370	1 VANCOMYCIN 1 G VL	78.12
	09 B85 2	0715	415667	J1265	1 DOPANINE 400 MG BAG	240.00
	091851	0715	415664	J7050	1 NS 250 ML	68.00
	09B851	0712	815924	J3370	2 VANCONYCIN 1GN VIAL	268.00
	098936	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	098935	0715	415664	J7050	1 NS 250 ML	68.00
	098935	0712	815924	J3370	2 VANCONYCIN 1GH VIAL	268.00
	098935	0712	804413	J1650	1 ENOXAPARIN 40 MG INJ	455.00
	098802	0715	415665	J7030	1 NS 1000 NL	144.00
	098807	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	093874	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
090913		0712	809913	J2248	1 MICAFUNGIN 100 MG INJ	2003.00
	108065	0712	804413	J1650	1 ENOXAPARIN 40 MG INJ	455.00
	108995	0715	415667	J1265	1 DOPAMINE 400 MG BAG	240.00
091013		0715	415664	J7050	1 NS 250 ML	68.00
J91013		0715	415664	J7050	1 NS 250 ML	68.00
391013		0712	815924	J3370	2 VANCOMYCIN 1GM VIAL	268.00
391013		0712	815924	J3370	2 VANCOMYCIN 1GM VIAL.	268.00
391013	108995	0712	809913	J2248	1 MICAFUNGIN 100 MG INJ	2003.00

PATIENT NO: 210498386

KINGWOOD MEDICAL CENTER BILLING DATE MED REC NO: 445624 22999 HIGHWAY 59 NORTH

PAGE 13 09/18/13

GUARANTOR NO:

PATIENT: KINGWOOD BREITLING SAMUEL M

TX 773394412 ADMITTED

DISCHARGED 09/05/13 09/14/13

DATE (OF BATC	Н	F	NDC/CPT-4/		
SERVI	· · · · · · · · · · · · · · · · · · ·	-	s proc	HCPCS	QTY SERVICE DESCRIPTION	ananara
				-101 000	WIT DERVICE DESCRIPTION	CHARGES
	10B023	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	108957	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	108079	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	11B108	0712	807461	35 550	1 INSULIN RAPID ONSET 5	15.00-
	11B143	0712	809913	J2248	1 MICAFUNGIN 180 MG INJ	2003.00
	11B141	0715	415664	J7050	1 NS 250 ML	68.00
	11B141	0712	615924	J3370	2 VANCOMYCIN 1GH VIAL	268.00
	11B224	0712	812623	J2543	1 PIP SOD/TAZ 4,5 G VL	126.44
	11B166	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	11B101	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	11B101	0712	807461	\$ 5550	1 INSULIN RAPID ONSET 5	15.00
	11B208	0712	804413	J1650	1 ENOXAPARIN 40 MG INJ	455.00
	12B363	0712	812623	J254 3	1 PIP SOD/TAZ 4.5 G VL	126.44
	12B3O5	0712	812 62 3	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	128282	0712	809913	J2248	1 MICAFUNGIN 100 MG INJ	2003.00
	12B245	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126,44
	13B447	0715	415666	J7120	1 LR UP TO 1000 ML	144.00
	138469	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	138502	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	138447	0712	814571	J0330	1 SUCCINYLCHOL 200 MG IN	40.00
	13B383	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
	13B422	0712	809913	J2248	1 MICAFUNGIN 100 MG INJ	2003.00
	14B544	0712	809913	J2248	1 MICAFUNGIN 100 MG INJ	2003.00
	14B556	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
091413	14B524	0712	812623	J2543	1 PIP SOD/TAZ 4.5 G VL	126.44
					SUBTOTAL:	23476.46
	EKG/ECG					
090513		0744	444145	93005	, 1 EKG TRACING ONLY	653.00
090613	078670	0744	444145	93005	1 EKG TRACING ONLY	653.00
					SUBTOTAL:	1306.00
	GASTROI		ial svs			
091313	16B814	0733	433170	43249	1 UPPER GI ENDO W/BAL DI	2193,00
					SUBTOTAL:	2193.00

TOTAL ANCILLARY CHARGES 111389.88

09/19/2013 08:56 7134483915 Case 3:14-cv-03322-M-BN Document 58-2 Filed 01/23/15 Page 54 of 54 PageID 1102 PATIENT NO: 210498386 KINGWOOD MEDICAL CENTER BILLING DATE PAGE 14 03198 PAGE 14 MED REC NO: 445624 22999 HIGHWAY 59 NORTH 09/18/13

GUARANTOR NO: PATIENT:

BREITLING SAMUEL M

KINGWOOD

TX 773394412

ADMITTED

DISCHARGED

09/05/13

09/14/13

TOTAL CHARGES 151684.88 PAYMENTS .00 ADJUSTMENTS .00 BALANCE

151684.88